held liable regardless of knowledge or instructions. *Noecker* v. *People*, 91 Ill. 494; *People* v. *Longwell*, 120 Mich. 311, 79 N. W. 484. Where liability of the employer for the criminal acts of his employee is not imposed expressly, many courts have held that an illegal sale is *prima facie* evidence of authority. *State* v. *Campbell*, 180 Mo. App. 608, 163 S. W. 549; *State* v. *Fagan*, 1 Boyce (Del.) 45, 74 Atl. 692. Other courts have held that the sale is conclusive proof of delegation of authority. *State* v. *Gilmore*, 80 Vt. 514, 68 Atl. 658; *Olson* v. *State*, 143 Wis. 413, 127 N. W. 975. Even following the interpretation which requires a guilty mind unless negatived by express words of the statute, it would seem that knowledge of an illegal sale by one's agent should be sufficient for *mens rea*. Further, such knowledge would seem to make a *prima facie* case of authority.

LANDLORD AND TENANT — TENANCIES FROM YEAR TO YEAR AND MONTH TO MONTH — DATE OF EXPIRATION OF CURRENT YEAR FOR TENANT HOLDING OVER. — Land was leased for a year and a quarter at an annual rent payable quarterly. The lessee held over and the lessor accepted rent. The lessee gave notice to quit, six months before the anniversary of the date of expiration of the original lease, but less than six months before that of the commencement of the lease. *Held*, that the notice was effectual. *Croft* v. *W. F. Blay, Ltd.* [1919] 1 Ch. 277.

The earlier English cases held that the expiration of the current year for a tenant holding over coincides with the date of his original entry. *Kelby* v. *Patterson*, L. R. 9 C. P. 681; *Roe* v. *Ward*, 1 H. Bl. 97. In these two cases, however, the tenant's original term was ended by the determination of his lessor's title, and it was said that the new lessor had accepted the dates of the original term. It was in this way, probably, as well as through a general looseness of language, due to the fact that in most instances the anniversary of the commencement of the original term and that of its expiration are identical, that the rule came to be considered of general application. *Berry* v. *Lindley*, 3 M. & G. 498; *Doe* v. *Dobell*, 1 Q. B. 806. For no clear reason this rule was never applied where the tenant assigned his term and the assignee held over. *Doe* v. *Lines*, 11 Q. B. 402. There can be no doubt of the correctness of the decision in the principal case, and it is to be hoped that it marks the end of the old rule, for which no defense can be made. The precise point does not appear to have been decided in the United States.

MASTER AND SERVANT — EMPLOYERS' LIABILITY ACTS — CONSTITUTIONAL LAW — LIABILITY WITHOUT FAULT. — The plaintiff, an employee of the defendant, while using due care, was injured by an accident in a mine without any negligence of the defendant. An Arizona statute provided for liability of employers "in all hazardous occupations" for death or injury of any employee due to conditions of such occupation in all cases in which the employee was not contributorily negligent. The plaintiff sued under this statute. *Held*, that he may recover. *Arizona Copper Company* v. *Hammer*, U. S. Sup. Ct., No. 20, October Term, 1918.

For a discussion of this case see NOTES, p. 86.

PUBLIC SERVICE COMPANIES — RATE REGULATION — RIGHT OF COMPANY TO INCREASE RATES FIXED BY CONTRACT — (FRANCHISE). — Complainant, a street railway company, found itself unable in the face of the abnormal rise in costs, and a sharp increase in its wage-scale caused by the federal government acting through the National War Labor Board, to earn a fair return on its investment at the rates fixed by an unexpired twenty-five year franchise under which it was operating. Having vainly sought the city's consent to increased rates, it served notice that it surrendered the franchise, raised its rates, and